

**PARK DISTRICT OF OAK PARK**  
**AGREEMENT WITH OAK PARK TOWNSHIP**  
**FOR USE OF BUSES FOR TRANSPORTATION SERVICES**  
**FOR TOWNSHIP RESIDENTS**

THIS AGREEMENT (the “*Agreement*”) is entered into as of December 31, 2017 (the “*Effective Date*”) between the Park District of Oak Park, an Illinois park district, (the “*Park District*”) and Oak Park Township, Illinois, an Illinois unit of local government (the “*Township*”);

WHEREAS, the Township provides social services to senior citizens, youth and their families, persons with disabilities, and persons with financial difficulties; and

WHEREAS, the Township collaborates with Rive Forest Township in providing senior services; and

WHEREAS, among the Township services is transportation for its clients—particularly senior citizens—to local and nearby grocery stores, hair salons, doctors’ offices, and other businesses (“*Bus Services*”); and

WHEREAS, the Township Bus Services are provided to Oak Park residents and to River Forest residents who make up a small percentage of the users of the Bus Services; and

WHEREAS, the Township has more requests for Bus Services than it can accommodate with the buses it owns, and therefore the Township desires to use Park District buses from time to time for Bus Services; and

WHEREAS, the Park District has two buses that are used as shuttles for afterschool activities day camps (the “*Shuttle Buses*”); and

WHEREAS, the Park District is willing to provide the Shuttle Buses for the Township’s Bus Services on the terms provided in this Agreement;

NOW, THEREFORE, the Park District and the Township agree as follows:

Section 1. Township Use Of Shuttles Buses

A. Permission to Use Shuttle Buses. The Park District will allow the Township to use the two Shuttle Buses for daytime Bus Services in compliance with the terms of this Agreement.

B, Calendar Quarter Schedules. The Township will have use of the Shuttle Buses based on Bus Schedules established each calendar quarter by the Park District in collaboration with the Township. A Bus Schedule may be updated or revised by the Park District and Township at any time.

C. Priority Use by Park District. The Park District has priority of use of the Shuttle Buses at all times. The Park District may unilaterally revise a Bus Schedule to accommodate changes in Park District operations or scheduled activities. The Park District will endeavor to minimize conflicts that a revision may create to previously scheduled activities of the Township, and the Park District will give the Township notice of a revision as soon as practicable. In addition, the Park District may use the Shuttle Buses at any time in the case of an emergency or in response to a matter of urgency, as determined by the Park District.

Section 2. Township Reimbursements

The Township will reimburse the Park District for costs of maintenance of the Shuttle Buses by payment for miles driven for Township purposes at the mileage rates established by the U.S. General Services Administration. The Township must log the Shuttle Bus miles driven for Township purposes. The Park District will provide the Township monthly invoices for the reimbursement payments.

Section 3. Qualifications of Drivers

Each driver of the Shuttle Buses must be approved by the Park District in writing in advance of driving a Shuttle Bus. To qualify for approval, a driver must have a valid Illinois commercial driver's license and must submit to a background check conducted by the Park District. No person with a violation involving alcoholic liquor within the past five years will be approved by the Park District. The Park District may disqualify any driver immediately for any violation of law or for unsafe or otherwise inappropriate behavior or actions.

Section 4. Township Communications and Reports.

The Township must contact the Park District immediately by telephone in the case of an accident, mishap, violation, injury, or other similar or notable occurrence (each an "Event"). The Township must gather data regarding, and create a record of, an Event to the fullest extent practicable. At the Park District's request, the Township must provide a written report on the Event.

Section 5. General Liability Insurance

A. General Standard. The Township must maintain its standard insurance coverage including commercial general liability insurance applicable to its Bus Services and specifically including bodily injury, personal injury and property damage with limits of not less than \$2,000,000 per occurrence, written on an occurrence basis and naming and endorsing the Park District as an additional insured.

C. Certificate of Insurance; Notice. The Township must furnish the Park District with a certificate of the insurance and an endorsement of the Park District as an additional insured.

Section 6. Township Indemnification of Park District

The Township will indemnify, defend, and save and hold harmless the Park District and its officers, officials, volunteers, employees, and agents from any and all liability, damage, cost, expense, cause of action, suits, claims, or judgments resulting from injury to person or property of others on a Park District facility that arises out of any act or omission of the Township, including its officials, officers, employees, volunteers, agents, invitees, guests, and patrons occurring or alleged to have occurred in whole or in part in connection with the use of the Shuttle Buses. The Park District agrees that, in the event any claim is asserted or any action brought to recover any such damage, the Park District will give immediate notice thereof in writing to the Township and will cooperate in the investigation and defense of any such claim or action, and that the handling and settlement of any such action will be performed and concluded by the Township, except that the Township will approve the terms of the settlement, which approval will not be unreasonably withheld. The Park District agrees to notify the Township in writing within five business days and by telephone immediately after the Park District receives any complaint or claim. The delivery of written notification will include a copy of all pleadings if a complaint is filed or of all correspondence and exhibits if a claim is filed.

Section 7. General Provisions

A. Term. This Agreement is a term commencing on the Effective Date and expiring on December 31, 2019 (the “*Term*”). The parties may extend the Term twice, in two-year increments each, for a total length of four additional years, by written approval of their corporate authorities.

B. Assignment Prohibited. The Township may not assign any right, privilege, duty, or responsibility established in this Agreement at any time except only with the prior written consent of the Park District.

C. Termination. Either party may terminate this Agreement on 15 days written notice to the other party. The Park District will reasonably endeavor to provide notice to the Township sufficient to minimize hardship related to Bus Services already scheduled and (B) in the event of grossly negligent or willful actions in violation of law, regulations, standards, or provisions of this Agreement, the Park District may termination the agreement immediately.

D. Notice. The Township’s fist notice to the Park District under Section 4 of this agreement must be by telephone to the number provided by the Park District below. Any other notice or communication under this Agreement must be in writing and delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Notices are deemed received on the earlier of (a) actual receipt, or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) three business days after deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications shall be addressed and delivered as follows:

If to the Township:

Oak Park Township  
c/o Supervisor  
105 South Oak Park Avenue  
Oak Park, Illinois 60302  
(708) 383-8005

If to the Park District:

Park District of Oak Park  
c/o Executive Director  
218 Madison Street  
Oak Park, Illinois 60302  
(708) 725-2020

E. Entire Agreement. This Agreement is the sole and entire agreement between the parties as to the matters stated in this Agreement.

F. Amendments. Except for the updates or revisions to schedules provided in Subsection 1B of this Agreement, this Agreement may not be amended or modified in any way except in writing and approved and executed by the Park District and the Township.

G. No Waiver, Enforcement. The failure by a party to insist on strict performance of any term, or to enforce any of its rights under, this Agreement in any instance may not be construed as a waiver in any subsequent insistence on strict performance or enforcement.

H. No Agency or Partnership. Nothing in this Agreement may be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any association between the parties other than the sharing the Shuttle Buses as specifically provided in this Agreement.

WHEREFORE, the Park District and the Township have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Park District of Oak Park**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**Oak Park Township**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_